

SB

South Carolina Electric & Gas Company
CONTRACT FOR ELECTRIC SERVICE

Effective Date: 06-08-2018 **Contract No. :** E0218014

THE PARTIES HEREIN NAMED AGREE TO THE FOLLOWING

Customer's Legal Name: Shaw Industries Group, Inc.

D/B/A: Shaw Industries Group, Inc.

Premises Served: Columbia Plant

Service Address: 4401 Saint Andrews Road, Columbia, SC 29210-4151

Billing Address: ECOVA MS 5707, PO Box 2440, Spokane, WA 99210-2440

Initial Term Ends: 5 Years from Effective Date; **Service Date:** See Exhibit "A"

Minimum Notice of Termination: 12 Months after initial term.

Supply: 115 kV **Service Method:** Customer substation

Delivery: 7.97/ 13.8 kV 3 Phase, 4 Wire, Wye Connected

Point of Service: Load-side terminal pads of low-side disconnect switch

Metered Voltage: 13,800 Volts; **Meter Location:** Company's substation

Billing Rate :	Supplemental Power - Rate 23	Supplemental Contract Capacity:	5,000 kW*	* Subject to change as prescribed in Exhibit C
	Standby Power (see Exhibit C)	Standby Contract Demand:	██████████	Maximum Capacity: 44,800 kVA
Build-up Period:	N/A	SIC:	2824	NAICS: 325222

Special Provisions/Extra Facilities/Explanations: ██████████ See attached Exhibit "A", Exhibit "B", and Exhibit "C" which are incorporated herein by reference. This Contract is to accommodate existing customer's combined heat and power generation installation at manufacturing plant.

This contract incorporates all general, standard, and special terms hereafter or incorporated by reference, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the same services.

SHAW INDUSTRIES GROUP, INC.

DocuSigned by:
By: Frederick L. Hooper, III
27276C2B80C7401...
Print: Rick Hooper
Title: Chief Counsel

SOUTH CAROLINA ELECTRIC & GAS COMPANY

DocuSigned by:
By: William G. Watkins
82193B55E7FC453...
Print: William G. Watkins
Title: Manager - Large Customer Accounts & Services

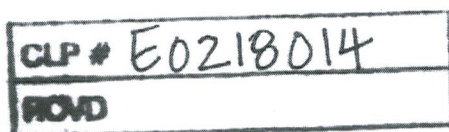


EXHIBIT A**Contract for Electric Service between SCE&G and Shaw Industries Group, Inc.**
4401 Saint Andrews Road, Columbia, SC 29210-4151**I. GENERAL**

This Contract for Electric Service ("Contract") is being executed between South Carolina Electric & Gas Company ("Company" or "SCE&G") and Shaw Industries Group, Inc. ("Customer" or "Shaw") (each a "Party" and collectively, the "Parties") for the Columbia, SC plant located at 4401 Saint Andrews Road in Columbia, SC for and on behalf of themselves, their successors and assigns. This Contract shall include the Standard Conditions attached hereto, and supersedes all other previous oral or written contracts/agreements covering electric service to the Premises.

II. SPECIAL CONDITIONS**Service Date**

Customer shall notify Company in advance of the billing month to which it elects that the billing under this contract begins to apply. Notice must be provided in writing to: SCE&G - Large Customer Group, 220 Operation Way M/C: B-102, Cayce, SC 29033-3701, so that it is received by the Company at least thirty (30) days prior to issuance by the Company of the first invoice.

The Service Date will be the first day of the service period included in the first invoice in which billing is computed according to the terms of this Contract.

Metering and Determination of Billing Determinants

Service to the Customer will be metered at the two (2) 13.8 kV service points in the substation. The demand (kW and kVA) will be added coincidentally and the energy (kWh) will be added arithmetically and billed on the Company's Industrial Power Service Rate 23 and Firm Standby & Maintenance Power rate as applicable, as provided for herein.

Non-Standard Facilities

Customer will continue to pay a charge for "Extra" facilities in lieu of that required pursuant to prior agreements between the parties respecting said "Extra" facilities.

- **Facility Charge 1** - "Extra" facilities are defined as line, substation, and other equipment requested by the Customer in addition to that which is normally furnished by the Company for standard service. These "Extra" facilities requested by the Customer consist of a second 115 KV line to the Customer's substation, increased conductor size on the existing line to the Customer's substation, and the installation of motor operated 115 KV switches and reconducted bus in the Customer's substation. The investment in the facilities (Facility Charge Cost Basis) described in Exhibit B is hereby agreed to be [REDACTED]. In consideration of the Company's investment in these facilities and the expense incurred in owning, operating and maintaining the same, Customer agrees to pay the Company an additional monthly facility charge of [REDACTED] for the excess investment and expense incurred by Company.
- **Facility Charge 2** - Generator Metering is defined as the metering required to measure the output of the Customer's generator. The cost of "Extra" facilities is described in Exhibit B, attached hereto and made a part hereof. The investment in the facilities (Facility Charge Cost Basis) described in Exhibit B is hereby agreed to be [REDACTED]. In consideration of the Company's investment in these facilities and the expense incurred in owning, operating and maintaining the same, Customer agrees to pay the Company an additional monthly facility charge of [REDACTED] for the excess investment and expense incurred by Company.

Approval Initials



For Customer



For Company

- **Facility Charge 3** – The Company's investment in the 115/13.8 kV substation at Shaw shall be supported by a combined Supplemental Contract Demand & firm Standby Contract Demand of [REDACTED] kW. In the event Customer is unwilling to contract for a total of [REDACTED] kW then a monthly facility charge shall be assessed for the shortfall. This shall be calculated based on the kW shortfall / [REDACTED] kW times the installed cost of substation times facility charge rate listed below. The investment in the facilities (Facility Charge Cost Basis) described in Exhibit B is hereby agreed to be [REDACTED]. Based on combined kW of Supplemental Contract Capacity plus Standby Contract Demand and in consideration of the Company's investment in these facilities and the expense incurred in owning, operating and maintaining the same, Customer agrees to pay the Company an additional monthly facility charge of [REDACTED] for the excess investment and expense incurred by Company.

The facility charge rate, currently [REDACTED]% per month, is subject to change from time to time, but not more often than once a year based on Company's related cost factors. The base on which the facility charges is calculated is subject to change with a corresponding change in the installed cost of any covered unit(s) of capital in the event of a required replacement of major components. These charges shall be in addition to all other sums due under this Contract.

Billing Explanation

Customer intends to install, own and operate a natural gas-fired turbine equipped with a heat recovery steam generator (HRSG). This Combined Heat and Power facility will provide the plant with electricity and steam. The electrical output of this facility is rated for [REDACTED].

1. The Customer's generating facility may be inadequate to serve all of the plant's load, for this reason the Customer has elected to contract for the difference under a Supplemental Power rate.
2. The Supplemental Power shall be contracted under Rate 23 and have an initial Supplemental Contract Capacity as specified on page 1 of this Contract.
3. The Supplemental Contract Demand shall be one-half of the Supplemental Contract Capacity.
4. All Supplemental Power shall be first energy through the meter. All energy up to Supplemental Contract Capacity per hour shall be billed under the energy rate for Rate 23.
5. All energy in excess of Supplemental Contract Capacity in each hour shall be billed under the Firm Standby & Maintenance rates described in Exhibit "C".

Reduced Generator Output Adjustment

Due to the extended schedule of installing SCE&G Interconnection Upgrade Facilities, SCE&G Transmission will restrict Customer to only 80% output of its plant load. Upgrade Facilities are scheduled for completion around October 2018 at which time Customer will be able to ramp up to 100% generator output. In consideration for this restriction, the Company will allow the Customer to make a one-time adjustment to its Supplemental Contract Capacity and Standby Contract Demand. All other provisions of the rates including seasonal ratchets shall remain in full force.

Change to Non-Firm Standby Contract

Customer wishes to initially contract for firm Standby as described in this Contract. In the event, Customer wishes to change to non-firm Standby during the initial term of this Contract such change may be made providing Customer has operated under the contract terms for a minimum of twelve (12) months. Customer shall provide Company with six (6) months written advanced notice to make such change. There will be no penalty assessed for such change.

Regulatory Approval

This Contract is subject to the approval of the Public Service Commission of South Carolina ("Commission"), and any and all provisions herein are subject to change by order(s) of the Commission and the Customer agrees to support the Company in its request to the Commission seeking approval of the Contract.

Approval Initials

DS
FLH11
For Customer

DS
WGN
For Company

Confidentiality

Customer requests and Company hereby agrees to keep the terms of this Contract confidential. Neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of this Contract to a third party except (i) in order to comply with any applicable law, order, regulation, or exchange rule; (ii) to the extent necessary for the enforcement of this Contract; or (iii) to its employees, lenders, counsel, accountants and other agents on a need-to-know basis for the analysis of business issues related to this Contract, provided such persons shall have agreed to keep such terms confidential. The existence of this Contract is not confidential.

Approval InitialsA rectangular box with a small 'DS' in the top right corner. Inside the box, the handwritten initials 'FLHIII' are written in black ink.

For Customer

A rectangular box with a small 'DS' in the top right corner. Inside the box, the handwritten initials 'WGN' are written in black ink.

For Company

STANDARD CONDITIONS

Supply and Use: Company agrees to sell and Customer agrees to buy from Company all purchased electric energy, capacity, related transmission services and any related distribution services required by Customer for use on its premises covered hereunder. Resale by Customer of energy, capacity, related transmission or related distribution services is not permitted.

Creditworthiness: Company, in order to satisfy itself of the ability of the Customer to meet its obligations under the contract may conduct periodic reasonable credit reviews in accordance with standard commercial practices. Customer agrees to assist in these reviews by providing financial information and at the request of the Company, will maintain such credit support or surety including but not limited to, an unconditional and irrevocable letter of credit to provide adequate security for protection against the risk of nonpayment.

Service Application, Deposit and Release: Prior to receiving service, Customer or its Agent must: (a) Ensure that an application for service is made to Company, either in person at one of Company's commercial offices or through the Company representative coordinating the service arrangements; (b) Post a service deposit with Company (as determined by Company in accordance with S.C. Public Service Commission regulations), unless waived by Company in favor of other satisfactory assurance for payment of bills; and (c) Ensure that any inspections required by governmental authorities having jurisdiction are completed and notice thereof is given to the Company.

Commencement of New Service: Company and Customer shall make every reasonable effort to have their respective facilities ready for service by the **Service Date** stated on Page 1. If conditions should change, the affected party shall immediately notify the other.

Assignment: Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent may be withheld in the exercise of its sole discretion.

Term: This Contract shall commence on the **Effective Date** (the date on which this contract is fully executed) and shall continue for the full **Initial Term**, unless an early termination is mutually agreed upon. Thereafter, it will extend automatically until terminated by either party giving the other a written **Minimum Termination Notice**. Billing for service rendered hereunder shall commence on the **Service Date** (the date customer contracts for service under the tariff applicable to this contract) or the date that service is first made available, whichever is later, or in accordance with terms stated under **Special Provisions**.

Termination: Should Customer terminate this contract and disconnect service for any reason, either during the initial term or any extension thereof unless waived as provided for herein, Customer shall pay to the Company a facilities termination charge equal to (a) the total installed cost of facilities dedicated solely for serving Customer, (b) less any Customer contribution to construction, (c) less accumulated depreciation of the facilities funded by Company, (d) less salvage value of all facilities dedicated solely for serving Customer, (e) plus the cost of removal (including any associated environmental investigation/remediation costs related to a spill or release of hazardous substances caused by Customer or those paid or incurred by the Company which were not the result of negligence on the part of the Company), all as determined by Company in accordance with its standard accounting practices; provided, however, that the termination charge shall not be less than zero. Customers who terminate prior to the expiration of the initial term or any extension thereof may also be required to pay to Company a demand termination charge equal to 90% of the maximum demand set during the term times the demand rate in effect at the time of termination times the number of months remaining in the contract period.

Approval Initials

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FLHIII

For Customer

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WGW

For Company

Company may waive a portion or all of the termination charges where (1) a successor contract is executed prior to termination of this Contract, or (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities. If deregulation should occur during the term of this contract, the above demand termination charge, after deregulation, will be determined by appropriate governing authority(ies) rules at that time. The termination charges above shall not preclude additional termination charges approved by the SCPSC or imposed by law.

Impaired Service: Customer shall be responsible for installing and maintaining on its system such protective equipment as necessary for protecting its equipment from single phase conditions, momentary interruptions or voltage fluctuations arising from conditions on its system or from Company's supply lines. Customer shall not operate its equipment of such nature and in such manner as to impose voltage flicker, surges, or harmonics on Company's system that adversely affects the Company's system or its service to other Customers. Adverse conditions verifiable as of Customer origin shall be corrected promptly by Customer or upon Notice Company may discontinue service until the conditions are corrected. Customer agrees to keep Company equipment unencumbered and accessible at all times.

Load Increase: If Customer contemplates a load increase which may exceed the **Maximum Capacity** stated on Page 1, Customer shall give Company written notice of planned increase, with sufficient lead time for Company to enlarge its facilities. In such cases this Contract may be amended by mutual consent of the parties to reflect any changes in the service characteristics, applicable charges or conditions of service.

Facility Relocation: Should Customer request Company to relocate any of its facilities, or take any action which will require Company to relocate its facilities, Customer shall reimburse Company for the costs incurred.

Hold Harmless: Company and Customer do respectively assume full responsibility for the maintenance and operation of the facilities owned and/or operated by each, and each shall indemnify and except as hereafter limited, shall hold the other harmless from any loss resulting from bodily injury (including death) or damage of property arising directly or indirectly out of any negligent or willful act or failure to act on the indemnitor's part in the installation, maintenance, operation, replacement and/or removal of the facilities owned and operated by each. Neither party shall be liable to the other in any event, whether in contract, tort or otherwise, for any loss of revenue, profits, use of production, costs of capital or purchased or replacement power, interest, business interruption, claims of customers or any other incidental, indirect or consequential damages of any nature whatsoever. Customer(s) acknowledge(s) the presence of overhead and/or underground power lines and understands that contact with them could cause serious injury or death.

South Carolina Public Service Commission: This Contract, the **Billing Rate** referenced on Page 1, and all services rendered hereunder, are subject to the Company's "General Terms and Conditions" as approved by the Commission, and to the "Rules and Regulations" of the Commission, as the foregoing now exist or may be amended in the manner prescribed by law. The billing Rate and General Terms and Conditions are attached and made a part hereof; Rules and Regulations are made a part by reference and are available upon request. This contract is specifically intended to survive deregulation or retail access.

Bold Print Terms: Bold Print terms reference the corresponding completed blanks on Page 1.

Approval Initials

DS
FLHIII

For Customer

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WGW

For Company

EXHIBIT B NON-STANDARD FACILITIES

Facility Charge 1

Description

Company has installed a second 115 KV tap, increased conductor size on the original tap, installed motor operated 115 KV switches and reconductored bus in the existing substation.

Installed Cost

	Built 115 KV line of 636 MCM ACSR to existing substation on additional right-of-way.	
	Rebuilt original 115 KV tap using 636 MCM ACSR and utilizing original right-of-way.	
	Installed motor operated switches at the Substation and reconductor bus.	
	Line Work Upgrade (2015-16)	
	Total Cost of Non-Standard Facilities	

Facility Charge 2

Description

Company shall install extra metering package on Customer's generator and Customer shall supply satisfactory location within plant to install metering cabinet. Company will supply its own current transformers and potential transformers which Customer shall install.

Estimated Cost

	Metering package for 7.9/13.8 kV wye	
	Instrument transformers (CT's and PT's) to be installed by Customer	

Facility Charge 3

Description

Company's investment in Customer Substation serving Customer's plant is provided below.

Installed Cost

	Substation Cost	
	Ground Grid Upgrade	

Approval Initials

For Customer

For Company

SCE&G**Exhibit C**

(Page 1 of 5)

FIRM STANDBY, MAINTENANCE and SUPPLEMENTAL SERVICE

This schedule is available in conjunction with a Customer's contracted standard electric service schedule, for a Customer with its own available and operational generating capability which is inadequate to provide all of its electrical requirements. All terms of the Customer's standard electric service schedule shall remain in full effect.

SUPPLEMENTAL POWER

Supplemental Power shall be defined as demand and energy required to meet the Customer's total load requirement which is in excess of Customer's generating capability. The Customer shall select a maximum kW level of power and associated energy to be provided by the Company which shall be considered Supplemental Power Contract Capacity (or "Supplemental Contract Capacity"). When the Customer's generating capability is unavailable, all power delivered in excess of the Supplemental Contract Capacity shall be provided by the Company as either "Standby Power" or "Maintenance Power."

- The initial Supplemental Contract Capacity shall be equal to 5,000 kW.
 - Whenever the generator is running and the total energy metered by Company exceeds Supplemental Contract Capacity then such energy and demand shall be billed as Supplemental Power and the Supplemental Contract Capacity shall be increased by the excess for remainder of contract term.
 - Whenever generator is not running and the total energy metered by Company exceeds Supplemental Contract Capacity plus Standby Contract Demand then such excess energy and demand shall be billed as Supplemental Power and the Supplemental Contract Capacity shall be increased by the excess for remainder of contract term.
- Monthly Supplemental Power billing shall be billed in accordance with the Customer's standard service rate schedule.
- Customer's initial Supplemental Contract Demand shall be equal to one-half of the Supplemental Contract Capacity.
- The Supplemental Power billing demand (to the nearest whole KW) shall be the greatest of: (1) the maximum integrated fifteen minute Supplemental Power demand measured (which may be on a rolling time interval) during the current month; or (2) eighty percent (80%) of the highest Supplemental Power demand occurring during the billing months of June through September in the eleven preceding months; or (3) sixty (60%) of the highest Supplemental Power demand occurring during the billing months of October through May in the eleven preceding months; or (4) the Supplemental Contract Demand; or (5) 1,000 KW; or (6) one-half of the Supplemental Contract Capacity.

SCE&G**Exhibit C**

(Page 2 of 5)

STANDBY POWER

- Standby Power is defined as all demand and energy available to the Customer to replace the power that it normally generates when the Customer's generator is unavailable due to mechanical and/or electrical problems excluding Maintenance Power.
- The Company shall install its metering to measure the gross output of the Customer's generator. Such metering shall be installed at the Customer's expense for the purpose of recording the kW demand output of the generator. Customer shall install, without charge to Company, required Current Transformers, Potential Transformers, and provide the Company with an acceptable location for Company's metering, and fulfill any other requirements for the Company to monitor the Customer's Generator output.
- Customer agrees to a Standby Power Contract Demand of [REDACTED]. The Standby Power Contract Demand shall increase when during any 15-minute interval, the measured generator output exceeds the current Standby Power Contract Demand and shall remain at that level for the duration of the contract or until generator output registers a higher level.
- All demand and energy delivered in excess of the Supplemental Contract Capacity but not exceeding the Standby Contract Demand (excluding that which is authorized and identified as Maintenance Power) shall be considered Standby Power.
- Standby Power must be contracted for a minimum of 876 annual hours (on an Annual or 12-month basis). The Customer shall be considered to have taken Standby Power for any 15-minute interval during which the Customer's actual demand exceeds Supplemental Contract Capacity and the generator is unavailable (excluding that which is authorized and identified as Maintenance Power).
- Customer kW demand shall be measured on an integrated fifteen-minute interval basis. At the close of each month, the intervals that Standby Power has been taken (excluding that which is authorized and identified as Maintenance Power as explained below) shall be summed and divided by four, rounding to the nearest whole hour, to determine the number of Standby hours used during the billing month.
- If the Customer exceeds the contracted number of hours of Standby Power service during an Annual Period (as specified below), the account will convert to being billed under the Customer's current Supplemental Power rate for all load during the current month as well the next 12 billing months. In the event that the Customer exceeds the contracted number of hours of contracted standby service for a second time, the account will convert to billing under the Customer's current supplemental power rate during the current month as well as all future months for the remainder of the contract term.
- For purposes of determining annual standby hours, the Annual Period shall commence during the billing month immediately following the date of contract execution, or other billing month as mutually agreed upon by the Company and Customer and continuing for an additional 11 months.
- Monthly Capacity Reservation Charge for Standby Power:
 - i. Reservation Charge (Under current rates) = [REDACTED] / kW / month (based on 10% of year)
 - ii. The Reservation Charge is contingent upon the number of contracted hours of standby service.

SCE&G**Exhibit C**

(Page 3 of 5)

- Energy Charges for Standby Power:
 - i. On-Peak – Summer Rate = \$0.08259 / kWh
 - Non-Summer Rate = \$0.05883 / kWh
 - ii. Off-Peak Rate = \$0.04511 / kWh
- These Capacity Reservation and Energy Charges will be adjusted for any approved changes to the Company's rate schedules.

DETERMINATION OF ON- AND OFF- PEAK HOURS FOR STANDBY POWER**A. On-Peak Hours During Summer Months:****June-September:**

The on-peak summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.*

B. On-Peak Hours During Non-Summer Months:**May and October:**

The on-peak non-summer hours are defined as the hours between 1:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.*

November-April:

The on-peak non-summer hours are defined as those hours between 6:00 a.m.-12:00 noon and 5:00 p.m.-9:00 p.m., Monday-Friday, excluding holidays.*

C. Off-Peak Hours:

The off-peak hours in any month are defined as all hours not specified as on-peak hours.

*Holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

MAINTENANCE POWER

Maintenance Power shall be defined as all demand and energy consumed in excess of Supplemental Contract Capacity up to the Standby Contract Demand level during a day in which Maintenance Power has been prescheduled by Customer and approved by the Company. If the metered energy exceeds Supplemental Contract Capacity plus Standby Contract Demand then such excess energy and demand shall be billed as Supplemental Power and the Supplemental Contract Capacity shall be increased by the excess for remainder of contract term. Maintenance Power shall be requested in advance and shall become scheduled Maintenance Power with the approval of the Company.

- Amount must be equal to or less than the contracted level of Standby Power Contract Demand.
- Available during the calendar months of March – May and October – November.

SCE&G**Exhibit C**

(Page 4 of 5)

- Maintenance Power shall be requested in advance and such requests shall be in writing or electronic format such as electronic mail or via facsimile transmission. Maintenance Power requests shall be reviewed by Company and will be approved for the requested period if available.
- The Company will not unreasonably withhold the availability of Maintenance Power.
- Availability of Maintenance Power shall be limited to 10 days per contract year. Each day shall begin at 12:00:01 a.m. and end at 12:00 midnight.
- Daily Demand Charge Rate for Maintenance Power:
 - i. For Customers receiving service at a voltage level of 46,000 volts or greater, the charge shall be \$0.50893 per kW per day
 - ii. For Customers receiving service at a voltage level of less than 46,000 volts, the charge shall be \$0.52866 per kW per day

The Daily Demand Charge Rate will be applied to the billing demand (to the nearest whole kW) which is the maximum integrated fifteen-minute demand measured during each day of the scheduled Maintenance Power Period.

- Energy Charge for Maintenance Power:
 - i. Energy Rate = \$0.04906
- These Daily Demand and Energy Charges will be adjusted for any approved changes to the Company's rate schedules.

CUSTOMER FUEL PURCHASING AND TRANSPORTATION REQUIREMENTS

Firm Standby & Maintenance Service is offered for the sole purpose of providing reliable energy back up should a Customer's generator experience a forced outage or to schedule replacement power to allow for maintenance of the Customer's generator. The Customer is expected to secure firm fuel purchase and transportation to its generator. Standby Service shall not be available to a Customer due to the inability of Customer's suppliers to deliver fuel due to events including, and not limited to, Operational Flow Orders of Customer's suppliers or upstream providers. Upon request, Customer agrees to furnish Company with satisfactory documentation that demonstrates that the Customer procured secure firm fuel purchase and delivery of fuel for its generator. Failure to provide this information or Customer's inability to prove firm contracts for supply and transportation back to the fuel source shall be grounds for termination of this Standby Agreement.

SCE&G**Exhibit C**

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EMERGENCY POWER

In the event of a catastrophic generator failure, the Customer shall have the right to request Emergency Power. Emergency Power shall be defined as any demand and energy supplied to Customer in excess of Supplemental Contract Capacity. Customer may request Emergency Power if annual Standby Power hours are anticipated to be exhausted following a catastrophic generator failure. Availability of Emergency Power shall be at the Company's sole discretion. Emergency Power shall be requested in writing by the Customer, and shall begin in first full billing month following such request and billing for such power shall be based on the Customer's Supplemental rate schedule for the duration of the restoration period. Emergency Power shall begin at the first of a billing month and shall conclude at the end of a billing month. During billing months where the Customer is receiving Emergency Power, the Standby Reservation Charge shall be temporarily suspended. Upon receipt of 30 days written notice from the Customer that on-site generation capability is to be restored, the original rate schedule, Supplemental and Standby power demand levels will be restored to previously contracted amounts and billed accordingly.

Administrative Charge: An administrative charge of \$45.00 per month will be charged to cover billing, administrative, and communication costs associated with this Standby Agreement.

Additional Facilities Required for Firm Standby/Maintenance Service: If applicable, the cost of non-standard or excess electric service facilities dedicated solely to provide electric service shall be covered under a separate Facility Charge as specified in Contract.

Term of Contract: This Standby, Maintenance, and Supplemental service agreement shall be written for a period of not more than (5) years.

Any terms of this agreement are subject to review and approval by the Public Service Commission of South Carolina.